

**EAGAN AVENATTI, LLP
520 Newport Center Drive, Suite 1400
Newport Beach, CA 92660
(949) 706-7000**

February 27, 2018

ATTORNEY-CLIENT FEE CONTRACT

This ATTORNEY-CLIENT FEE CONTRACT (this "Agreement") is the written fee contract that California law requires lawyers to have with their Client. It is between Eagan Avenatti, LLP; Avenatti & Associates, APC and Michael J. Avenatti, Esq. (collectively, the "Attorney") on the one hand and Stephanie Clifford aka Stormy Daniels (collectively, the "Clients" and each a "Client"), on the other.

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Clients return a signed copy of this Agreement.
2. **SCOPE OF SERVICES.** Clients are hiring Attorney to represent Clients in connection with (a) providing Clients with counsel and advice relating to Clients prior negotiation and execution of various alleged agreements concerning Clients' prior relationship with Donald Trump; (b) providing Clients with counsel and advice concerning various media appearances; and (c) assisting Clients with voiding various alleged agreements concerning Clients' prior relationship with Donald Trump. Attorney will provide those legal services reasonably required to represent Clients and take reasonable steps to inform Clients of progress and to timely respond to Clients' inquiries. In addition, Attorney may at any time and at its discretion retain outside and/or local counsel, whose legal fees will be deducted from the fees received by Attorney and will be the sole and exclusive responsibility of Attorney.
3. **CLIENT'S DUTIES.** Clients agree to be truthful with Attorney, to cooperate, to keep Attorney informed of developments, to abide by this Agreement, and to pay bills for reasonably incurred costs on time.
4. **LEGAL FEES, COSTS AND BILLING PRACTICES.** For legal services rendered, Attorney will receive (a) an one-time payment of \$100.00 and (b) Attorneys' standard hourly fees and out-of-pocket costs if a legal defense fund is established to benefit Clients and has sufficient funds to pay such fees and costs. In addition, in the event Attorney assists Clients in finalizing any book or media opportunity that results in Clients being paid, Attorney and Client agree that Attorney shall be entitled to a reasonable percentage to be agreed upon between Clients and Attorney.
5. **NEGOTIABILITY OF FEES.** The rates set forth above are not set by law, but were negotiated between Attorney and Clients.
6. **INSURANCE COVERAGE.** Attorney maintains errors and omissions insurance coverage applicable to the services to be rendered to Clients and will provide a certificate of insurance evidencing such coverage upon request.
7. **ARBITRATION.** Any dispute arising under this Contract or in connection with Attorney's services hereunder, including any claim by Clients against Attorney for malpractice or other tort claim, shall be resolved by binding arbitration before JAMS located in Los Angeles, California. Such arbitration shall be conducted in accordance with the arbitration rules and procedures of JAMS then in effect. Clients acknowledges that they have been fully advised of all of the possible consequences of arbitration including but not limited to:

EXHIBIT

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exhibitsticker.com

- a. If a malpractice action arises from this Agreement, neither the Clients nor Attorney will have the right to a jury trial.
- b. All parties retain the right to retain counsel to prepare their respective claims and/or defenses for the arbitration hearing.
- c. Clients can choose or hire an attorney who may not request or whose retainer agreement does not contain an arbitration provision.

8. **RELATED UNKNOWN MATTERS.** Clients represent that Clients do not know of any related legal matters that would require legal services to be provided under this Agreement. If such a matter arises later, Clients agree that this Agreement does not apply to any such related legal matters, and a separate Agreement for provision of services and payment for those services will be required if Clients desire Attorney to perform that additional legal work.

9. **DISCHARGE AND WITHDRAWAL.** Clients may discharge Attorney at any time, upon written notice to Attorney, and Attorney will immediately after receiving such notice cease to render additional services in a manner that avoids foreseeable prejudice to Clients.

Attorney may withdraw from representation of Clients (a) with Clients' consent, or (b) upon court approval, or (c) if no court action has been filed, upon reasonable notice to Clients.

10. **CONCLUSION OF SERVICES.** After Attorney's services conclude, Attorney will, upon Clients' request, deliver Clients' entire file to Clients, along with any Client funds or property in Attorney's possession.

11. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in Attorney's statements to Clients before or after the signing of this Agreement will be construed as a promise or guarantee about the outcome of Clients' matter. Attorney makes no such promises or guarantees. There can be no assurance that Clients will recover any sum or sums in this matter. Attorney comments about the likely outcome of Clients' claims are expressions of opinion only.

12. **EFFECTIVE DATE.** This Agreement will take effect when Clients have performed the conditions stated in Paragraph 1. The date at the beginning of this Agreement is for reference only.

"Attorney"

EAGAN AVENATTI, LLP; AVENATTI & ASSOCIATES, APC; MICHAEL J. AVENATTI

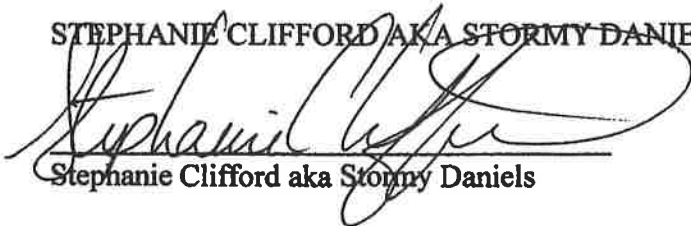


Michael J. Avenatti

I have read and understood the foregoing terms and agree to them. By signing this Agreement, I further acknowledge receipt of a fully executed duplicate of this Agreement.

"Clients"

STEPHANIE CLIFFORD AKA STORMY DANIELS



Stephanie Clifford aka Stormy Daniels